

EXHIBIT 14

From: AAA Jill Roettger <JillRoettger@adr.org>
Sent: Wednesday, October 23, 2024 10:41 AM
To: AAA Jill Roettger; nived@bucherlawfirm.com; valveteam@moni.law; zhener@afnlegal.com; will@bucherlawfirm.com; judson@judsoncrump.com; erik@atzbachlex.com; frank@fjpcounsel.com; RHersemann@loadinglaw.com; bladam.gomez@skadden.com; michael.mctigue@skadden.com; Shaud.tavakoli@skadden.com; bmarksdias@corrchronin.com; gavins@valvesoftware.com; AAAFiling@valvesoftware.com; jpapianou@mmwr.com; tyoungs@mmwr.com; kbasinger@mmwr.com; jrizzo@mmwr.com; anotaristefano@mmwr.com; mdimaio@mmwr.com; jpowell@mmwr.com; cmarcovecchio@mmwr.com; BGoldman@mmwr.com; lsheller@mmwr.com; rday@mmwr.com; rmccardell@mmwr.com; valvearb@mmwr.com; DLVALVEST@skadden.com; andrew.fuchs@skadden.com; jmishkin@mmwr.com; sophie.schiff@skadden.com; Megan.Browne@skadden.com; Lindsey.Mattson@skadden.com; Andrew.Quinn@skadden.com; dfiore@mmwr.com; meredith.slawe@skadden.com; ccasper@mmwr.com; colm.mcinerney@skadden.com; allen.lanstra@skadden.com
Subject: RE: Arbitrator Brooks - Joshua Sayles & 21 Other Individual Claimants v. Valve Corp.
Attachments: AAA List of Cases - Arbitrator Brooks.xlsx

Dear Parties,

Please see the below correspondence from Arbitrator Brooks for the enclosed list of cases.

Thank you,
Ryan Rumney on behalf of
Jill Roettger

AAA Jill Roettger
Manager of ADR Services

T: 612 509 2224 F: 612 342 2334 E: JillRoettger@adr.org
2355 Highway 36 West, Suite 400, Roseville, MN 55113

From: Daniel Brooks
Sent: Wednesday, October 23, 2024 10:01 AM
To: AAA Jill Roettger <JillRoettger@adr.org>
Subject: RE: Arbitrator Brooks - Joshua Sayles & 21 Other Individual Claimants v. Valve Corp.

***** External E-Mail – Use Caution *****

Dear Ms. Roettger,

Please forward this email to counsel for the parties in the above arbitrations.

In light of the Supreme Court's decision in *Coinbase, Inc. v. Suski*, 144 S. Ct. 1186 (2024), it is up to a court to decide the issue of arbitrability where there are two different customer agreements, one calling for arbitration of disputes and the other requiring court resolution of those disputes. This is so even where the customer agreement calling for arbitration leaves it up to the arbitrator to resolve issues of arbitrability. For this principle to apply, however, there must be two valid agreements that have been accepted by both parties. In its recently-filed case entitled *Valve Corp. v. Jennifer A. Nelson, et al.*, Case No. 2:24-cv-1717 (W. D. Wash.) ("*Nelson*"), respondent in these arbitrations alleges that some, but not all, of

these claimants have accepted the terms of the updated customer agreement, by either purchasing games, adding funds to their wallet, and/or checking a box on a popup notification. In *Nelson*, respondent also alleges that any customer who has not yet accepted the updated customer agreement will have done so if, by November 1, 2024, that customer has not deleted or discontinued use of their Valve account. Assuming these allegations to be true, it is my ruling that the stay of these arbitrations shall remain in effect pending a ruling by the court in *Nelson* (or any other court) as to whether the updated customer agreement supersedes the earlier version of that agreement and requires that these arbitrations be closed. It is my ruling, however, that any claimant who has either deleted or discontinued use of their Valve account by November 1, 2024, may apply for an immediate lifting of the stay and resumption of their arbitration if they demonstrate that they have not accepted the updated customer agreement.

IT IS SO ORDERED

Daniel J. Brooks,
Arbitrator

From: AAA Jill Roettger <JillRoettger@adr.org>

Sent: Monday, October 21, 2024 1:10 PM

To: Quinn, Andrew D <Andrew.Quinn@skadden.com>; Daniel Brooks <dbrooks@szslaw.com>

Cc: 'will@bucherlawfirm.com' <will@bucherlawfirm.com>; 'nived@bucherlawfirm.com' <nived@bucherlawfirm.com>; 'valveteam@moni.law' <valveteam@moni.law>; 'zhener@afnlegal.com' <zhener@afnlegal.com>; McTigue Jr., Michael W <Michael.McTigue@skadden.com>; Tavakoli, Shaud G <Shaud.Tavakoli@skadden.com>; 'bmarksdias@corrconin.com' <bmarksdias@corrconin.com>; 'gavins@valvesoftware.com' <gavins@valvesoftware.com>; 'AAAFiling@valvesoftware.com' <AAAFiling@valvesoftware.com>; 'jpapianou@mmwr.com' <jpapianou@mmwr.com>; 'tyoungs@mmwr.com' <tyoungs@mmwr.com>; 'kbaisinger@mmwr.com' <kbaisinger@mmwr.com>; 'jrizzo@mmwr.com' <jrizzo@mmwr.com>; 'anotaristefano@mmwr.com' <anotaristefano@mmwr.com>; 'mdimaio@mmwr.com' <mdimaio@mmwr.com>; 'jpowell@mmwr.com' <jpowell@mmwr.com>; 'cmarcovecchio@mmwr.com' <cmarcovecchio@mmwr.com>; 'BGoldman@mmwr.com' <BGoldman@mmwr.com>; 'lsheller@mmwr.com' <lsheller@mmwr.com>; 'rday@mmwr.com' <rday@mmwr.com>; 'rmccardell@mmwr.com' <rmccardell@mmwr.com>; 'valvearb@mmwr.com' <valvearb@mmwr.com>; 'DLVALVEST@skadden.com' <DLVALVEST@skadden.com>; 'jmishkin@mmwr.com' <jmishkin@mmwr.com>; 'dfiore@mmwr.com' <dfiore@mmwr.com>; Slawe, Meredith C <Meredith.Slawe@skadden.com>; 'ccasper@mmwr.com' <ccasper@mmwr.com>; McInerney, Colm P <Colm.McInerney@skadden.com>; Lanci, Michael A <Michael.Lanci@skadden.com>

Subject: RE: Arbitrator Brooks - Joshua Sayles & 21 Other Individual Claimants v. Valve Corp.

Dear Parties,

This will confirm receipt of the attached letter from Respondents counsel regarding a petition to enjoin arbitrations. This will be uploaded to the appropriate case files.

Thank you,
Grace Vang on behalf of



AAA Jill Roettger
Manager of ADR Services

American Arbitration Association
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